



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

| | | | | | | |
|--|--------------|-----------------------------------|--|-----------------------------|---------------------------------------|---------------|
| <input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel | Vendor Code | SC | Dept. | A | Contract Number 02-1170 A-1 | |
| County Department Probation | | | Dept. | Orgn. | Contractor's License No. | |
| County Department Contract Representative Holly Benton | | | Telephone (909) 387-5918 | | Total Contract Amount \$10,000 | |
| Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other: | | | | | | |
| If not encumbered or revenue contract type, provide reason: <u>Fee for Service Contract</u> | | | | | | |
| Commodity Code | | Contract Start Date 11/05/2002 | Contract End Date 6/30/2004 | Original Amount \$10,000 | Amendment Amount \$0 | |
| Fund AAA | Dept. PRG | Organization 1913 | Appr. 200 | Obj/Rev Source 2445 | GRC/PROJ/JOB No. 40000DRC | Amount \$0 |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. | Amount |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No. | Amount |
| Project Name Day Reporting Centers | | | Estimated Payment Total by Fiscal Year | | | |
| | | | FY 03/04 | Amount \$10,000 | I/D | |
| Contract Type 2(b) | | | | | | |

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Probation Department, hereinafter called the County, and

Name

Merrill Community Services

hereinafter called

Contractor

Address

16806 Ceres Street

Fontana, CA 92335

Phone

Birth Date

(909) 823-0609

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend contract # 02-1170 between the County and Merrill Community Services as follows:

Section III: Contractor General Responsibilities

Amend Paragraph G to read as follows:

- G. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.

Amend Paragraph P, Item 2, Subparagraph c to read as follows:

- c. Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

Section V: Fiscal Provisions

Amend Paragraph A to read as follows:

- A. The maximum amount of payment under this contract shall not exceed \$10,000 for services provided under this Contract from November 5, 2002 through June 30, 2004, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

Section VIII: Term

Amend Section VIII to read as follows:

This Contract is effective as of November 5, 2002, and is extended from its original expiration date of June 30, 2003 to June 30, 2004, but may be terminated earlier in accordance with provisions in Section IX of this Contract.

Section X: General Provisions

Amend Paragraph A to read as follows:

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Merrill Community Services
16806 Ceres Street
Fontana, CA 92335

County: County of San Bernardino
Probation Department
Attn: Holly Benton, AB 1913 Coordinator
175 West Fifth Street
San Bernardino, CA 92415-0515

County (***Insurance Information Only***):
County of San Bernardino
c/o Insurance Data Services
P.O. Box 12010 – CB
Hemet, CA 92546-8010

Add Paragraph H to read as follows:

- H. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Merrill Community Services
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Lexie Alford
(Print or type name of person signing contract)

Title Executive Director
(Print or Type)

Dated _____

Address 16806 Ceres Street
Fontana, CA 92335

| Approved as to Legal Form | Reviewed by Contract Compliance | Presented to BOS for Processing |
|---|---------------------------------|--|
| ► Dawn Stafford, Deputy County Counsel | ► | ► Raymond B. Wingerd, Chief Probation Officer |
| Date _____ | Date _____ | Date _____ |

Auditor/Controller-Recorder Use Only

☐ Contract Database ☐ FAS

| Input Date | Keyed By |
|------------|----------|
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